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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

Milton H. Cortés Resto,

Debtor(s).

CASE NO: **10-02024 BKT**

CHAPTER: **13**

Doral Bank,
Movant,

Milton H. Cortés Resto,
Gloryvee Negrón García,
Debtors-Respondents,

José R. Carrión Morales,
Trustee.

MOTION FOR RELIEF OF STAY UNDER 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES now movant, **Doral Bank**, hereinafter referred to as “DB”, by the undersigned attorney, and very respectfully alleges and prays:

1. Milton H. Cortés Resto hereinafter will be referred to as “**the debtor**”. Gloryvee Negrón García is named as co-guarantor and co-owner of the property.
2. DB, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy Code. Consequently, it moves to request that the automatic stay be lifted in order to continue with the mortgage foreclosure proceedings.
3. The pertinent part of section 362 states that:

(d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-

- (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
- (2) With respect to a stay of an act against property under subsection(a) of this section, if---
 - A) The debtor does not have an equity in such property ; and
 - B) Such property is not necessary to an effective reorganization;

4. DB, is the holder in due course of a mortgage note in the principal sum of **\$51,300.00** bearing interest at **8.50%** per annum ("the note"). The indebtedness evidenced by the note is secured by a mortgage executed before the notary public **Juan M. Casanova Rivera** on **April 30, 2005**, deed number **492** ("the mortgage"). Attached hereto as **Exhibit 1** is a copy of the note and as **Exhibit 2** a copy of a title search that evidences DB's secured status.
5. The debtor's payment plan requires that the debtor make monthly regular post petition payments directly to DB.
6. The debtor has not made the monthly installments due to movant, having incurred in a total of **6** post-petition installments in arrears to DB amounting to **\$2,975.50**. See **Exhibit 3** attached hereto and made part hereof for an itemized statement of the arrearage.
7. The debtor's failure to make payments due under the mortgage note, results in the debtor's material default with the terms of the plan.
8. DB has not been offered and does not have adequate protection for the above mentioned security interest. Moreover, the debtor has failed to make post petition payments as called for under the terms of the plan. Consequently "cause" exists to lift the automatic stay.

9. In view of the foregoing DB respectfully requests for an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code.
10. Attached hereto as **Exhibit 4** is the non military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

WHEREFORE, DB respectfully prays that an order be entered authorizing the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to DB and authorizing DB to proceed with the foreclosure of the mortgage against the property of the debtor, with such further relief as is just and proper.

RESPECTFULLY SUBMITTED

I HEREBY CERTIFY that this 28 day of January, 2011. I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: **the Trustee José R. Carrión Morales** and **to the debtors' attorney, Marilyn Valdés Ortega.**

Martínez & Torres Law Offices
P.O. Box 192938 San Juan, PR 00919-2938
Tel. (787) 767-8244 & Fax (787) 767-1183

s/ Tania M. Vázquez Maldonado
By: Tania M. Vázquez Maldonado
USDC -PR 227810
tvazquez@martineztorreslaw.com

Vanessa M Torres Quiñones
USDC -PR 217401
vtorres@martineztorreslaw.com

NOTE

PAGARÉ

US\$ 51,300.00

San Juan, Puerto Rico

APRIL 30, 2005

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay DORAL FINANCIAL CORPORATION

Por valor recibido, el (los) suscritor(es) ("Deudor") prometo(n) pagar a

doing business as HF Mortgage Bankers

or order the principal sum of 51,300.00
o a su orden la suma principal de

FIFTY ONE THOUSAND THREE HUNDRED Dollars, with interest on the unpaid

principal balance from the date of this Note, until paid, at the rate of EIGHT POINT FIFTY

Insoluto de principal desde la fecha de este Pagaré hasta su pago a razón de

8.500 percent per annum. Principal and interest shall be payable at San Juan, Puerto Rico

or such other place as the Note holder may designate in writing, in consecutive monthly installments of

o en cualquier otro lugar que el tenedor de este Pagaré indique por escrito, en plazos mensuales y consecutivos de

THREE HUNDRED NINETY FOUR DOLLARS WITH FORTY FIVE CENTS

Dollars(US\$ 394.45), on the first day of each month beginning the first of June

Dólares (US\$ 394.45), en el primer día de cada mes comenzando el 1ro. de

2005 until the entire indebtedness evidence hereby is fully paid, except that any remaining indebtedness

Hasta que se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante,

If not sooner paid, shall be due and payable on the first day of May 2035

si no antes pagada quedará vencida y pagadero en el día primero de

If any monthly installment under this Note is not paid when due and remains unpaid after a date

Si cualquier plazo mensual bajo este Pagaré no es pagado cuando vence y permanece impagado luego de la fecha

specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon

especificada en la notificación al Deudor, la suma total de principal pendiente de pago e intereses acumulados sobre la misma

shall at once become due and payable at the option of the Note holder. The date specified shall not be less

quedarán inmediatamente vencidos y pagaderos a opción del tenedor de este Pagaré. La fecha especificada no será anterior

than thirty days from the date such notice is mailed. The Note holder may exercise this

a treinta días a partir de la fecha de envío por correo de dicha notificación. El tenedor de este Pagaré podrá ejercer esta

option to accelerate during any default by Borrower regardless of any prior forbearance.

opción de aceleración durante cualquier incumplimiento del Deudor, no ampara cualquier indulgencia de morosidad anterior

If suit is brought to collect this Note, the Note holder shall be entitled to collect in such

De iniciarse procedimiento judicial para el cobro de este Pagaré, el tenedor de este pagaré tendrá derecho a cobrar en dicho

proceeding the agreed and liquidated amount of ten per cent of the original principal amount hereof

procedimiento la suma pactada y liquidada de diez por ciento de la suma original de principal del presente, para

cover costs and expenses of suit, including but not limited to, attorney's fees.

cubrir los costos y gastos de dicho procedimiento, incluyendo sin implicar limitación, honorarios de abogados.

Borrower shall pay to the note holder a late charge of 6 percent of any

El deudor pagará al tenedor de este Pagaré un cargo por pago atrasado de 6 por ciento de cualquier plazo

monthly installment not received by the Note holder within Fifteen days after the installment

mensual que no sea recibido por el tenedor de este pagaré dentro de Quince días después de la fecha de vencimiento de

is due. Borrower may prepay the principal amount outstanding in whole or in part. The Note holder

dicho plazo. El Deudor podrá pagar por el anticipado la totalidad o parte del balance insoluto de principal. El tenedor de este

holder may require that any partial prepayments (i) be made on the date monthly installments

Pagaré podrá requerir que cualesquiera pagos parciales (i) sean hechos on la fecha en que vencen plazos

are due and (ii) be in the amount of that part of one or more monthly installments which would

mensuales y (ii) sean en la cantidad de aquella parte de uno o más plazos mensuales que

be applicable to principal. Any partial prepayment shall be applied against the principal amount

sería aplicable a principal. Cualquier pago parcial por anticipado será aplicado contra el

outstanding and shall not postpone the due date of any subsequent monthly installments or

principal insoluto y no pospondrá la fecha de vencimiento de cualquier plazo mensual subsecuente ni

change the amount of such installments, unless the Note holder shall otherwise agree in writing.

cambiará el monto de dichos plazos a menos que el tenedor de este Pagaré acuerde lo contrario por escrito.

If within five years from the date

Si, dentro de cinco años desde la fecha

of this Note, the undersigned makes any prepayments in any twelve month period beginning with the

de este Pagaré, los suscritores hacen cualquier pago anticipado en cualquier período de doce meses comenzando con la

PUERTO RICO -1 to 4 family--6/76--FNMA/FHLMC UNIFORM INSTRUMENT

date of this Note or anniversary dates thereof ("loan year") with money lent to the undersigned by a lender other than the holder hereof, the undersigned shall pay the holder hereof (a) during the 1st loan year 3 percent of the total amount prepaid made during any such loan year; (b) during the 2nd, and 3rd. loan year 2 percent of the total amount prepaid during each corresponding loan year; and, (c) during fourth and fifth loan year, 1 percent of the total amount prepaid during each corresponding year.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, personal representatives, successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith, on property as indicated in Deed number 492 before the subscribing Notary.

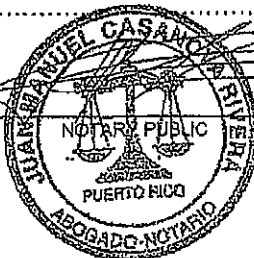
MILTON H. CORTES RESTO a/k/a
MILTON HERIBERTO CORTES RESTO
GLORYVEE REGRON GARCIA

LOT-100, Parque Street, Candelaria
Ward, Toa Baja, Puerto Rico 00949

Affidavit Number: 1835

(Execute Original Only)
(Otróguese el Original Únicamente)

Acknowledged and subscribed before me by the above signatories, of the personal circumstances contained in the Mortgage deed herein before described, whom I have identified as expressed also in said deed.



THIS IS A TRUE AND EXACT COPY OF THE
ORIGINAL INSTRUMENT. NO MODIFICATION
HAS BEEN MADE.

Notary Public

ESTUDIO DE TITULO

CASO PARA : MARTINEZ & TORRES LAW OFFICE, P.S.C.
CASO NUMERO : N/E 5520
REFERENTE : MILTON CORTES RESTO
FINCA NUMERO : 12768, Inscrita al Folio 37 del Tomo 208 de Toa Baja
Registro de Bayamón, Sección II

DESCRIPCIÓN:

URBANA: Solar número 100 de la comunidad rural Arenas del Barrio Candelaria de Toa Baja, Puerto Rico, con una cabida superficial de 453.45 metros cuadrados. En lindes por el Norte, con la de la comunidad; por el Sur, con las Parcelas 99 y 101; por el Este, con las Parcelas 101; 102 y 103 y por el Oeste, con la parcela 98. Enclava una casa.

TRACTO:

Se segrega de la finca número 10873, inscrita al folio 142 del tomo 184 de Toa Baja a favor do Estado Libre Asociado de Puerto Rico.

DOMINIO:

Consta inscrita a favor de MILTON HERIBERTO CORTES RESTO y su esposa, GLORYVEE NEGRON GARCIA, quienes adquieren por compra a Doral Financial Corporation, haciendo negocios como H. F. Mortgage Bankers, por la suma de \$65,000.00, según la escritura número 491, otorgada en San Juan, el 30 de abril de 2005, ante el notario Juan Manuel Casanova Rivera. Inscrita al folio 23 del tomo 575 (Agora) de Toa Baja. Inscripción sexta.

GRAVÁMENES:

Afecta por su procedencia a
Servidumbre a favor del Municipio de Toa Baja y condiciones restrictivas.

Por sí a:

HIPOTECA:

Constituida por Milton Heriberto Cortés Resto y su esposa, Gloryvee Negrón García, en garantía de un pagaré a favor de DORAL FINANCIAL CORPORATION, haciendo negocios como H. F. MORTGAGE BANKERS, o a su orden, por la suma de \$51,300.00, sus intereses al 8.5% anual y venciendo el 1 de mayo del 2035, según la escritura número 492, otorgada en San Juan, el 30 de abril del 2005, ante el notario Juan Manuel Casanova Rivera. Inscrita al folio 23 del tomo 575 (Agora) de Toa Baja. Inscripción séptima.

Continúa...

CASO 5520
FINCA 12768
PAGINA 2

HIPOTECA:

Constituida por Milton Heriberto Cortés Resto y su esposa, Gloryvee Negrón García, en garantía de un pagaré a favor de AUTORIDAD PARA EL FINANCIAMIENTO DE LA VIVIENDA DE PUERTO RICO, o a su orden, por la suma de \$15,000.00, sin intereses y venciendo el 30 de abril del 2013, según la escritura número 493, otorgada en San Juan, el 30 de abril del 2005, ante el notario Juan Mamel Casanova Rivera. Inscrita al folio 23 del tomo 575 (Agora) de Toa Baja. Inscripción octava.


REVISADOS: Libro de Embargos, Sentencias, Embargos Federales y Bitácora Electrónica, a 28 de diciembre de 2009.

L. J. N. TITLE SEARCH COMPANY INC.

APARTADO 4511

CAROLINA, PUERTO RICO 00984

TEL. (787)791-5381 / FAX (787)791-5304

Por: 
OFICIAL AUTORIZADO

RRE/mg DJM/mr FD40

ADVERTENCIA: El presente informe representa la realidad registral según la información contenida en los Registros Oficiales del Registro de la Propiedad. La bitácora electrónica no es un libro oficial del Registro, por lo tanto no somos responsables de errores u omisiones en su contenido.

doralbank

REQUEST FOR LIFT OF STAY

(MOTION UNDER 11 USC 362)

To Bufete:

MARTINEZ & TORRES LAW OFFICE

Loan Number: *****5076
Debtor: MILTON CORTES RESTO
Debtor: _____
~~09-09536~~ 10-02024 CHPT. 13 DATE FILED: March 16, 2010
Plan confirmed? YES NO
Payments due 13 Pre-Pet 7 Post-Pet 6 (6/10,9/10 - 1/11)

*

Post-Petition arrears:

<u>6</u> months at	<u>\$409.53</u>	<u>\$2,457.18</u>
<u>6</u> late charges at	<u>\$19.72</u>	<u>\$118.32</u>
Attorney Fees (M-362)		<u>\$400.00</u>
Pending L/C		<u>\$0.00</u>
Suspense Bal		<u>\$0.00</u>
Attorney Fees Foreclosure		<u>\$0.00</u>
DUE DATE	<u>1/1/2010</u>	
PRINCIPAL BALANCE	<u>\$49,219.05</u>	TOTAL <u>\$2,975.50</u>

* All installment payments must be made up to the current month, including legal fees and late charges.

* Toda reinstalación efectuada debe incluir mes en curso, incluyendo gastos legales y cargos por demora.

*** TODO PAGO DEBE SER EFECTUADO EN EFECTIVO, CHEQUE DE GERENTE O MONEY ORDER***

Verified Declaration

I, the undersigned, declare under penalty of perjury that the amounts claimed by Movant in the foregoing Request for Lift of Stay, represents accurately the information kept in accounting books and records kept by Movant in the ordinary course of business. I further declare under penalty of perjury that I have read the foregoing Motion from the Automatic Stay and that the facts alleged are true and correct to the best of my knowledge.

Name: MICHAEL GARCIA
GROUP LEADER

JESUS LEDESMA AMADOR
SUPERVISOR



S/ JESUS LEDESMA AMADOR

This Req. For Lift of Stay was prepared This 21 day of January of 2011

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

In re:
MILTON CORTES RESTO

0 CASE NO. 10-02024
CHAPTER: 13

Debtor(s)

Doral Bank
Movant

SWORN STATEMENT UNDER PENALTY OF PERJURY

The undersigned is an authorized officer Doral Bank, hereinafter referred to as "DB".

The undersigned represents the interests of DB as a secured creditor and holder in due course of the mortgage note and mortgage deed mentioned in the motion for relief from stay under 11 U.S.C 362 of the captioned case.

To the best of our information and belief the debtors are not currently serving on active duty in the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps and Coast Guard) nor in the National Guard, Air National Guard, the commissioned corps of the National Oceanic and Atmospheric Administration nor in the commissioned corps of the Public Health Service.

The information included in DB's loan origination file, the foreclosure and/or collection file and in DB's computer system was reviewed and none disclosed that the debtors are currently serving on active duty in the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps and Coast Guard) nor in the National Guard, Air National Guard, the commissioned corps of the National Oceanic and Atmospheric Administration nor in the commissioned corps of the Public Health Service.

As per the certification issued by the Department of Defense Manpower Data Center (which is attached hereto) the debtors are not in active duty in the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps and Coast Guard) nor in the National Guard, Air National Guard, the commissioned corps of the National Oceanic and Atmospheric Administration nor in the commissioned corps of the Public Health Service.

Upon review of the pertinent records and documents I declare under penalty of perjury as permitted under section 1746 of title 28, United States Code that the foregoing is true and correct.

Executed in San Juan, Puerto Rico this 21 day January of 2011.

S/ JESUS LEDESMA
JESUS LEDESMA
Supervisor

Department of Defense Manpower Data Center

Jan-27-2011 06:59:34



Military Status Report
Pursuant to the Service Members Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
CORTES RESTO	MILTON H.	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was

within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester.

Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:JID0KREQA9

Department of Defense Manpower Data Center

Jan-27-2011 07:00:35



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
NEGRON GARCIA	GLORYVEE	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
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Report ID:1M93I4CBNF